



VG-327-2020-5559

Matagorda
County
Stephanie Wurtz
Matagorda County
Clerk

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 5559
Receipt Number: 20200922000067
Recorded Date/Time: September 22, 2020 02:14 PM
User: Christa F
Station: Christa Fuselier
Number of Pages: 15

Record and Return To:

GRUENERT LAW GROUP
PO BOX 1279

MANVEL TX 77578-1279



STATE OF TEXAS
COUNTY OF MATAGORDA

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Matagorda County, Texas.

Stephanie Wurtz
Matagorda County Clerk
Matagorda County, TX

Stephanie Wurtz

**SWORN AFFIDAVIT CLAIMING
OIL AND GAS LIEN**

STATE OF LOUISIANA

§

§

PARISH OF IBERIA

§

BEFORE ME, the undersigned Notary Public, personally came and appeared Brooke Doucet, Collections Manager, Aggreko, LLC, 4610 W Admiral Doyle Drive, New Iberia, LA 70560, who appeared for the purpose of making this Affidavit to claim a oil and gas lien pursuant to the provisions of 56.023 of the Texas Property Code and who, after being by me first duly sworn, did attest and state that:

1. She is the Collections Manager of Aggreko, LLC, and is duly authorized to make this Affidavit.
2. The matters set forth in this Affidavit are true and correct and are within her personal knowledge.
3. Aggreko, LLC has delivered material and performed labor at the property described as:

Drilling Platform 10178 located on OCS Lease No. G02647; Block 160; Field EB160; Outer Continental Shelf Offshore, Texas (the "Property")

4. True and correct copies of Aggreko, LLC's invoices, setting forth the description and charges for the equipment and labor provided to the Property, are attached hereto as Exhibit "A."
5. The Owner/Lessor of the Property and its last known address is:

United States Bureau of Ocean Energy Management
Gulf of Mexico OCS Region &
Atlantic OCS Region
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394

6. The Lessee/Operator of the Property and its last known address is:

Fieldwood Energy, LLC
2000 W Sam Houston Parkway
Suite 1200
Houston, TX 77042-1246

7. The amount of Aggreko LLC's claim, after allowing the Lessee/Operator all just credits and offsets, is Eight Thousand Forty Dollars (\$8,040.00), plus interest and reasonable and necessary attorneys' fees.
8. The kind of work done by Aggreko, LLC was the provision of equipment, including generators and control apparatus, and related labor and materials to the Property commencing on or about March 23, 2020, and ending on or about August 3, 2020. The name and last known address of the person by whom Aggreko, LLC was employed:

Gary Smith
Fieldwood Energy, LLC
2000 W Sam Houston Parkway
Suite 1200
Houston, TX 77042-1246
9. Notice of this claim was sent to the owner by Federal Express on September 21, 2020.
10. Aggreko, LLC's name, mailing address and physical address are set forth in the first paragraph above.
11. The Affidavit is filed in Matagorda County, Texas, pursuant to the Provisions of the Texas Property Code, Chapter 56, and with the United States Bureau of Ocean Energy Management pursuant to the provisions of the Outer Continental Shelf Lands Act.

[Signature Page to Follow]

AFTER RECORDING
PLEASE RETURN TO:

Thomas Gruenert
Gruenert Law Group
13802 Cove Landing Lane
Rosharon, Texas 77583

FURTHER AFFIANT SAYETH NOT.



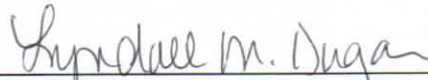
Brooke Doucet
Collections Manager, Aggreko, LLC

STATE OF LOUISIANA

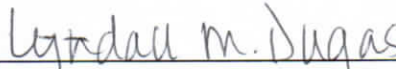
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PARISH OF IBERIA

On this 17th day of September, 2020, before me personally appeared Brooke Doucet, known to me to be the person described herein and who executed the foregoing instrument, and acknowledged she executed it as her free act and deed.



(Signature of Notarial Officer)

 Notary Public

(Title and Rank)

Notary ID Number: 011651

Attorney Bar Roll Number: _____



EXHIBIT “A”



From 10/28/20 ONLY to Aggreko P.O. Box 972562 Dallas, TX 75397-2562	
For Proper Posting Include Invoice # on Check Stub	
Major Credit Cards Accepted	

INVOICE

Page 1(1)

Customer No. US00008852
 Agreement No. A424872

Customer PO No. 12363
 Contact Name Gary Smith

Invoice No. 13550212
 Date 04/30/20

Invoice To	Deliver To
Fieldwood Energy LLC EDI: Coupa 2000 W Sam Houston Pkwy S Suite 1200 Houston TX 77042-3623	Fieldwood Energy LLC Offshore:East Breaks 160 Chevron Dock Intracoastal City LA

Customer Tax ID#

Payment Terms

Currency

Service Center

Net 60

US Dollars

New Iberia

Salesperson

Due Date

Kyle Theriot

06/29/20

Line	Unit No.	Description	Invoice Period Delivery Date	Qty	Qty/Per	Price	Rate	Total
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Transferred from Chevron agreement A361848 as of 05/25/15

Offshore Location: EB-160A

Routing ID: 573031

Lease #: G02647

Recipient Name:Tim Smith

34	XCHT008	400amp Distribution Panel						
	Rental Charge		03/23/20 - 04/19/20	1.00	28.00	50.00	day	1,400.00
35		Sling						
	Rental Charge		03/23/20 - 04/19/20	1.00	28.00	0.00		0.00
36		4/0 Bare End Cable 25ft						
	Rental Charge		03/23/20 - 04/19/20	8.00	28.00	1.25	day	280.00

Jurisdiction	SalesTotal	Rate	Tax
Non Taxable	1,680.00	0.00%	-

Rental Total	USD	1,680.00
Sales Total	USD	
Sub-Total	USD	1,680.00
Tax Total	USD	0.00
Invoice Total	USD	1,680.00

All overdue payments shall bear interest at the lesser of 18% per annum
 or the highest amount otherwise allowed by law.



Remit PAYMENTS ONLY to	Aggreko LLC P.O. Box 972562 Dallas, TX 75397-2562
For Proper Posting Include Invoice # on Check Stub	
Major Credit Cards Accepted	

Page 1(1)

INVOICE

Customer No. US00008852

Customer PO No. 14813

Invoice No. 13551767

Agreement No. A424872

Contact Name Gary Smith

Date 05/20/20

Invoice To	Deliver To
Fieldwood Energy LLC EDI: Coupa 2000 W Sam Houston Pkwy S Suite 1200 Houston TX 77042-3623	Fieldwood Energy LLC Offshore:East Breaks 160 Chevron Dock Intracoastal City LA

Customer Tax ID#

Salesperson

Kyle Theriot

Payment Terms

Due Date

07/19/20

Currency

Net 60

Service Center

US Dollars

New Iberia

Line	Unit No.	Description	Invoice Period Delivery Date	Qty	Qty/Per	Price	Rate	Total
Transferred from Chevron agreement A361848 as of 05/25/15 *** Offshore Location: EB-160A Routing ID: 573031 Lease #: G02647 Recipient Name:Jared Bergeron ***								
34	XCHT008	400amp Distribution Panel						
	Rental Charge		04/20/20 - 05/17/20	1.00	28.00	50.00	day	1,400.00
35		Sling						
	Rental Charge		04/20/20 - 05/17/20	1.00	28.00	0.00		0.00
36		4/0 Bare End Cable 25ft						
	Rental Charge		04/20/20 - 05/17/20	8.00	28.00	1.25	day	280.00

Jurisdiction	SalesTotal	Rate	Tax
Non Taxable	1,680.00	0.00%	-

Rental Total	USD	1,680.00
Sales Total	USD	
Sub-Total	USD	1,680.00
Tax Total	USD	0.00
Invoice Total	USD	1,680.00

All overdue payments shall bear interest at the lesser of 18% per annum or the highest amount otherwise allowed by law.



ONLY to		Aggreko LLC P.O. Box 972662 Dallas, TX 75397-2562
For Proper Posting Include Invoice # on Check Stub		
Major Credit Cards Accepted		

INVOICE

Page 1(1)

Customer No. US00008852
 Agreement No. A424872

Customer PO No. 18913
 Contact Name Gary Smith

Invoice No. 13554091
 Date 06/23/20

Invoice To	Deliver To
Fieldwood Energy LLC EDI: Coupa 2000 W Sam Houston Pkwy S Suite 1200 Houston TX 77042-3623	Fieldwood Energy LLC Offshore:East Breaks 160 Chevron Dock Intracoastal City LA

Customer Tax ID#

Payment Terms

Currency

Service Center

Net 60
 US Dollars
 New Iberia

Salesperson

Due Date

Kyle Theriot

08/22/20

Line	Unit No.	Description	Invoice Period Delivery Date	Qty	Qty/Per	Price	Rate	Total
Transferred from Chevron agreement A361848 as of 05/25/15 *** Offshore Location: EB-160A Routing ID: 573031 Lease #: G02647 Recipient Name: Carlos Cerna ***								
34	XCHT008	400amp Distribution Panel						
	Rental Charge		05/18/20 - 06/14/20	1.00	28.00	50.00	day	1,400.00
35		Sling						
	Rental Charge		05/18/20 - 06/14/20	1.00	28.00	0.00		0.00
36		4/0 Bare End Cable 25ft						
	Rental Charge		05/18/20 - 06/14/20	8.00	28.00	1.25	day	280.00

Jurisdiction	SalesTotal	Rate	Tax
Non Taxable	1,680.00	0.00%	-

Rental Total USD 1,680.00
 Sales Total USD
 Sub-Total USD 1,680.00
 Tax Total USD 0.00
 Invoice Total USD 1,680.00

All overdue payments shall bear interest at the lesser of 18% per annum
 or the highest amount otherwise allowed by law.



REMITTANCE INFORMATION	
ONLY to	Aggreko LLC P.O. Box 972562 Dallas, TX 75397-2562
For Proper Posting Include Invoice # on Check Stub	
Major Credit Cards Accepted	

INVOICE

Page 1(1)

Customer No. US00008852

Customer PO No. 27722

Invoice No. 13558044

Agreement No. A424872

Contact Name Gary Smith

Date 08/10/20

Invoice To	Deliver To
Fieldwood Energy LLC EDI: Coupa 2000 W Sam Houston Pkwy S Suite 1200 Houston TX 77042-3623	Fieldwood Energy LLC Offshore: East Breaks 160 Chevron Dock Intracoastal City LA

Customer Tax ID#

Payment Terms

Currency

Service Center

Net 60

US Dollars

New Iberia

Salesperson

Due Date

Kyle Theriot

10/09/20

Line	Unit No.	Description	Invoice Period Delivery Date	Qty	Qty/Per	Price	Rate	Total
Transferred from Chevron agreement A361848 as of 05/25/15 *** Offshore Location: EB-160A Routing ID: 573031 Lease #: G02647 Recipient Name: Carlos Cerna ***								
34	XCHT008	400amp Distribution Panel						
	Rental Charge		06/15/20 - 07/12/20	1.00	28.00	50.00	day	1,400.00
35		Sling						
	Rental Charge		06/15/20 - 07/12/20	1.00	28.00	0.00		0.00
36		4/0 Bare End Cable 25ft						
	Rental Charge		06/15/20 - 07/12/20	8.00	28.00	1.25	day	280.00

Jurisdiction	SalesTotal	Rate	Tax
Non Taxable	1,680.00	0.00%	-

Rental Total	USD	1,680.00
Sales Total	USD	
Sub-Total	USD	1,680.00
Tax Total	USD	0.00
Invoice Total	USD	1,680.00

All overdue payments shall bear interest at the lesser of 18% per annum or the highest amount otherwise allowed by law.

PROPOSAL

**Fieldwood Energy LLC**

Attn: Gary Smith
2000 W Sam Houston Pkwy S Suite 1200
Houston, TX 77042-1246
Tel: (713) 653-8866
Email: Gary.Smith@Fwellc.com

Barry Gautreau
Sales Representative, Industrial
Tel: 337-380-5263
Email: Barry.Gautreau@aggreko.com

PROPOSAL REFERENCE: 90230140

DATE: June 12, 2015

Dear Gary,

Thank you for your interest in services provided by Aggreko LLC. I am pleased to submit the following proposal, which confirms our pricing and support services. Please keep in mind Aggreko is responsive around the clock to ensure your complete satisfaction.

Overview of Services

Aggreko to provide rental of the equipment shown below to Fieldwood Energy LLC. Equipment previously on rent to Chevron at East Breaks 160. All responsibility transferred to Fieldwood Energy LLC as of 05/25/2015. No delivery freight to be charged on this proposal/agreement due to equipment already being on site. Based on this request, I am pleased to present the following proposal.

*Offshore - East Breaks 160
Purchase Order - LOE
Contact - Gary Smith
Intracoastal City, LA
Rental Start Date - 05/25/2015*

Please contact me if you have any questions or comments. I look forward to working with you.

Sincerely,
Barry Gautreau

Aggreko, LLC
4713 W Admiral Doyle Drive
New Iberia
LA 70560-9134



Expected Rental Start: May 25, 2015
 Expected Rental End: July 02, 2015
 Rental Period: 39 days

Pricing for Proposal: 90230140

Qty.	Description		Hire Rate Per Day Rates Reflect Quantities	
1	175 kW Generator - Unlimited Usage		\$ 112.00 / Day	
1	Slings			
1	800 gal Fuel Tank		\$ 15.00 / Day	
1	Slings			
4	4/0 Bare-End Cable 150 ft		\$ 30.00 / Day	
Subtotal			\$ 157.00 / Day	

Rates are prorated daily.

All monthly pricing based on a 28 day billing cycle.

*Filters may be required for service and/or maintenance during the duration of the rental.

Additional Charges:

Description	Charge
Environmental Fee *Upon Termination	5% of Selected Equipment Charges
Fuel - Per Gallon	\$5.75 Per Gallon
Freight - Per Load	Cost Plus 30% Margin
Labor - Per Hour	\$125.00 Straight Time (8AM-5PM, M-F)
Labor - Per Hour	\$187.50 Overtime
Labor - Per Hour	\$225.00 Weekend / Holiday
Labor - Per Mile	\$1.50 Travel Mileage
Labor - Per Diem	\$75.00 Per Day

Environmental Fees

Environmental fees apply relative to emission components, testing, lubricant disposal, anti-freeze, and other environmental waste products.

Fuel

All diesel-powered equipment will be returned with the same amount of fuel as delivered or will be subject to refueling charges. Aggreko's fleet of diesel engines operates on #2 diesel fuel. Delivery charges for standard on-site fueling may apply. Fuel rates may be adjusted during the rental based on fluctuations in market pricing.

Aggreko, LLC
 4713 W Admiral Doyle Drive
 New Iberia
 LA 70560-9134



Freight

Charges to deliver and pick up equipment to your site will apply if arranged by Aggreko. Delivery/Pickup standby time may be charged in the event of customer-caused delays.

Equipment Maintenance and Service Labor

It is the customer's responsibility to maintain and service equipment during the project term, although, equipment servicing can be performed by Aggreko at an additional charge. All of Aggreko's generators and diesel compressors must be serviced at the following intervals; Diesel Generators 450 Hours / Gas Generators 750 Hours / Diesel compressors 250 Hours. If the customer elects to service the equipment, proof of service must be provided to Aggreko upon request. Daily inspections of the equipment are also the responsibility of the customer. These checks should also be carried out prior to starting the equipment. The customer is also responsible for providing fuel, coolants, lubricants, and other supplies necessary to operate the equipment.

Remote Monitoring

This service is provided on designated equipment models. If applicable, Aggreko personnel will remotely monitor warning and emergency alarms to minimize downtime, increase reliability and proactively troubleshoot issues in a timely and cost effective manner. Corrective action may include the dispatch of service personnel and/or technical phone support directly to onsite customer contacts. The associated fees will be listed above as "Remote Monitoring Fee" (per unit) or "Remote Monitoring Package" (per site). These rates are based on the availability of cellular service at the jobsite. If cellular connectivity is unavailable, other technology may be available at a rate to be agreed upon in writing by the parties.

After-Hours Fee

To cover the additional cost of labor and third party expenses incurred for equipment preparation and mobilization, an After Hours fee applies to orders executed outside of normal business hours (Monday – Friday 8am – 5pm). If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges.

Equipment Grounding

In all cases where the customer is connecting and operating the equipment, all electrical power producing and/or power consuming machines must be properly grounded in accordance with National Electrical Code and local code requirements prior to start up and shall be the responsibility of customer to verify compliance. The location where grounding rods are to be installed should be properly marked for location of underground utilities and other hazards prior to grounding. Customer acknowledges Aggreko is not familiar with any proposed grounding location(s), the accuracy of relevant markings or existing subsurface hazards. As such, Aggreko does not assume any liability for incorrect or ineffective grounding and customer expressly releases and shall indemnify Aggreko from any liability related thereto, regardless of the party that performs this service.

Payment Terms

Payments shall be made Net 30 from date of invoice, but are subject to change based on previously agreed upon MSA terms already in effect, financial condition at the time of proposal acceptance or changes in financial condition that occur during the rental, as set for in the North American Rental Agreement Terms & Conditions.

Terms, Conditions and Customer Responsibilities

- Customer responsible for obtaining any relevant operating permits, and shall be liable for any and all penalties, delays and damages caused by its failure to timely obtain all such permits, including reimbursement to Aggreko for any fines paid on Customer's behalf and regardless of the party to which the citation is issued.
- State and local taxes apply. TAX is NOT included on any Aggreko proposal. A tax exemption certificate is required for those applicable.
- Any and all required union labor
- Full replacement insurance on equipment (Certificate must be provided prior to delivery)
- All lifting/off-loading of equipment (if applicable)
- All services provided by Aggreko are subject to the MSA currently in place between the parties, if applicable and, if not, then subject to "Aggreko North America Rental Agreement Terms & Conditions". This document is provided online at: http://www.aggreko.com/NorthAmerica/useful_links/terms_of_business.aspx and is incorporated herein by reference. Alternatively, a copy will be provided upon request. Customer accepts and acknowledges receipt thereof by these methods. Aggreko will accept no alternative terms and conditions. In the event of conflict, the terms set forth herein shall control.

Important Customer Information

- This proprietary document has been created for Gary Smith and Fieldwood Energy LLC, it is therefore acknowledged and agreed to honor our proprietary right to the contents of this proposal and therefore not share the ideas or concepts within.
- All proposals are valid for 15 days and contingent on availability. Acceptance must be provided in writing prior to the end of the valid period.



Cold Weather Provision

Winter Months: (OCTOBER – MARCH)

Any fuel provided by the customer should be of a winter blend or contain an anti-gel fuel additive. All fuel related issues (fuel-gel, frozen lines, dirty fuel, etc.) that requires Aggreko Service Technicians to make repairs will be billed at the standard labor rates outlined in this proposal. To avoid any fuel related responsibilities, Aggreko offers fuel management services. Please speak with your sales representative about choosing this option. It is the customer's responsibility to provide power for the Heat Trace, Block Heater and Trickle Charger. Aggreko can provide power for an additional fee.

To Place Order

1. Complete, sign, and return the following proposal acceptance page.
2. If referencing a purchase order, please provide hard copy.
3. If tax exempt, please provide a copy of your tax exemption certificate. Once received, it will remain on file for four years for future business. *You will be charged applicable tax if the certificate is not received prior to order acceptance.*
4. Provide a valid certificate of insurance, which can be obtained from your insurance provider.

To Terminate Rental

1. Call 800-Aggreko (800-244-7356). Aggreko requires a minimum of a 24-hour notice for arranging the decommissioning and return freight. Off hire notifications received after 5pm will be acknowledged the following day.
2. Provide the Rental Agreement Number, a Purchase Order Number, or the Equipment Unit Number. Additionally please provide items to be collected, job location, pickup date/time, site contact person name/phone number, and decommission requirements (including technician, de-fuelling, crane/forklift, and confirmation of freight carrier arrival time for return delivery).
3. You will receive a confirmation email within 24hrs to acknowledge your request. If you do not receive this confirmation, please contact your Aggreko Representative. A rental will not be deemed terminated without proof of termination, as set forth above.

**Proposal Acceptance****Gary Smith at Fieldwood Energy LLC**

To accept Proposal, please complete, sign and return this page:

E-mail: RentalCoordinator-Gulf@aggreko.com or Fax: 1(800)493-5712

Once a signed Proposal Acceptance and hard copy Purchase Order are received, we will process your order.

Proposal No.

90230140

PLACE ORDER

Equipment delivery must be secured with either an approved purchase order or an authorized credit card. Use of a purchase order is contingent upon Aggreko credit approval. If a purchase order is not received prior to the end of the first billing cycle, the billable amount will be charged to the credit card. If credit cannot be established prior to order shipment, advance payment will be required.

- ☐ Purchase Order Hard Copy ☐ Purchase Order is NOT required for payment.

Purchase Order #: _____ Amount: \$ _____

- ☐ Credit Card (MasterCard, Visa, American Express, Discover accepted)

Credit Card #: _____ Expiration Date: _____

Name on Card: _____ Security Code: _____

Billing Address: _____

Customer is deemed to have authorized, in advance, payment in full of all amounts as they become due and payable hereunder by charge to the above referenced credit card upon the issuance of a written invoice (without the need for additional signature or written authorization) as Customer's primary and preferred method of payment; provided, however, if Customer issues payment by check in lieu of payment by credit card for any particular invoice referenced on the check, then credit card charges shall be reversed after any such check has cleared. Customer acknowledges that since this proposal may not reflect the actual cost of services to be determined after the commencement of the work. (i.e., freight, fuel, labor, additional rental term, etc.) any amount so stated shall not be deemed a restriction on Aggreko's right to charge Customer's credit card for continued obligations identified in this Proposal, which subsequent charges are expressly authorized herein.

BILLING INFORMATION

Customer Billing Name: Fieldwood Energy LLC

Receive invoices via email: ☐ Yes ☐ No

A/P E-mail: _____

A/P Contact: _____

A/P Contact Telephone: _____

Billing Address: _____

Tax Exempt: ☐ Yes ☐ No **If claiming tax exemption for this order, a valid Sales Tax Exemption Certificate must be provided.**Certificate of Liability Insurance *must be provided with Aggreko listed as additional insured.***SITE INFORMATION**

Site Contact: _____ Site Contact Telephone: _____

Site Address: _____

Delivery Method: ☐ Aggreko Delivery ☐ Customer Pick-Up

Delivery Date: ____/____/____ Delivery Time: _____

Aggreko Technician Required? ☐ Yes ☐ No

By signing this Acceptance, I certify that I am authorized to enter into this agreement on behalf of Lessee. I also certify that such acceptance or delivery of Aggreko's rental equipment shall be deemed an acceptance of the existing MSA between the parties, if applicable, and, if not, then subject to Aggreko's North American Rental Agreement Terms & Conditions available at www.aggreko.com/NorthAmerica/useful_links/terms_of_business.aspx, to which I acknowledge I have access and are incorporated herein by reference.

Printed Name: _____

Signature: _____ Date: _____

Aggreko, LLC4713 W Admiral Doyle Drive
New Iberia
LA 70560-9134

Desiree Rebert

To: Gary.Smith@Fwellc.com
Cc: Rental Coordinator - Gulf (RentalCoordinator-Gulf@aggreko.com); Barry Gautreau (Barry.Gautreau@aggreko.com); Stoney Delcambre; Wayne McNeese
Subject: Aggreko Proposal 90230140 / Fieldwood Energy LLC-East Breaks 160 Transfer From Chevron
Attachments: Quotation for_Fieldwood Energy LLC_90230140.pdf
Importance: High



Thank you for your interest in Aggreko. Enclosed please find the proposal for your upcoming project. If you have any questions or concerns regarding this proposal, please contact **Barry Gautreau @ (337) 380-5263**.

If the proposal meets your approval and for Aggreko to properly execute your order please submit appropriate documentation to Aggreko via:

E-mail: RentalCoordinator-Gulf@aggreko.com OR

Fax: **(800) 493-5712**; Attn: Barry Gautreau

Appropriate documentation includes:

- **Completed Proposal Acceptance page, with authorized signature**
- **Hard copy of Purchase Order**
- **Valid Sales Tax Exemption Certificate, if applicable**
- **Certificate of Liability Insurance (list Aggreko as additional insured)**

Aggreko offers paperless invoices. Help save the environment and simplify your business by signing up today for your invoices to be e-mailed. To receive this service, it is as simple as responding to this e-mail with the correct billing email address.

All services provided by Aggreko are subject to "Aggreko North America Rental Agreement Terms & Conditions," which is provided online at: http://www.aggreko.com/NorthAmerica/useful_links/terms_of_business.aspx and is incorporated herein by reference. You acknowledge access thereto and accept same as if fully incorporated herein. A copy will be provided upon request. These terms shall apply in lieu of any terms provided by you.